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**TAX INTERNATIONAL, LLC  
CONFIDENTIALITY AND  
NON-DISCLOSURE/NON COMPETE AGREEMENT**

AS of 1/12/14, this Agreement is entered into by and between TAX INTERNATIONAL, LLC, a corporation, located at 52 Tuscan Way Suite 202-110, St. Augustine, FL 32092, (Company/ Contractor) and an individual, Lance Taylor, residing at 1559 Dacren Circle Portsmouth VA 23701, (Consultant/ Subcontractor).

1. Services the Consultant shall, to his/her ability, render consultation to potential tax client beginning January 1<sup>st</sup> through November 15<sup>th</sup> 2014. The Consultant will establish and structure trust with potential tax clients; meet with potential clients to examine, review and collect financial records for filing a tax return with the IRS; instruct and assist potential clients with on-line registration; help clients interpret and integrate strategic tax solutions that best suit their filing status.

2. Payment the Company shall pay Consultant for services rendered hereunto at a rate of \$10-12.00 Admin Assistant and New Consultant – 10% New Business Client Commission/ \$50.00 Standard Client.

3. Relationship Consultant's relationship with Company shall be that of an Independent subcontractor /Consultant and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. The Consultant is not the agent of the Contractor and is not authorized to make any representation, contract, or commitment on behalf of Company/Contractor. The Consultant shall not be entitled to any benefits such as options, group insurance, profit sharing or retirement benefits. The Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of Services and receipt of fees under this Agreement. The Company shall regularly report amounts paid to Consultant by filing Form 1099 with the Internal Revenue Service as required by law. Because Subcontractor is an independent Consultant, Contractor shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed Consultants, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to indemnify and defend Contractor against any and all such taxes or contributions, including penalties and interest.

(a) Company Information. I agree at all times during the term of my agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Company, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly.

4. Good Judgment Consultant is expected to use good judgment in performing Services. This includes but is not limited to (a) not engaging in criminal or inappropriate acts on client property, using client resources during work time; (b) not consuming alcohol or illegal drugs on client premises while performing Services (c) not using email, computer systems or other client equipment or resources for harassing,

criminal, defaming, political, personal, obscene, illegal or sexual activities; and (d) not violating the policy below.

All Consultants are expected to avoid any behavior or conduct that could be interpreted as harassment of a co-worker or persons who do business with the Contractor. Harassment includes unwelcome conduct, whether verbal, physical or visual that denigrates or shows hostility or aversion toward a client because of his or her sex, color, religion, national origin, age, disability or sexual orientation. Examples of harassment include without limitation epithets, ethnic slurs, negative stereotyping, verbal or physical threatening, intimidation or hostile acts, and written or graphic material that denigrates or shows hostility which is either displayed or circulated in the office. Sexual harassment deserves special mention. Sexual harassment means unwanted sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when (i) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for work place decisions, or (ii) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an Consultant's work performance by creating an intimidating, hostile, humiliating or sexually offensive environment. Examples of sexual harassment include without limitation requests for sexual favors, comments about someone's appearance, sex oriented kidding, teasing or jokes, foul or obscene language or gestures, display of foul or obscene printed or visual material, physical contact such as patting, pinching or brushing against someone's body, inquiries into one's sexual experiences, discussion of one's sexual activities, suggestive or insulting comments, unwelcome leering, whistling, brushing against the body and gestures. If Consultant is the victim of harassment or observes harassment, Consultant should promptly inform the Contractor of the situation.

5. Confidentiality while performing Services for Contractor, confidential information and personal information about the client or about Contractor or third party entity ("Confidential Information") shall be disclosed to Consultant. Confidential Information includes, without limitation, client's social security number, date of birth, legal documents, clients financials, negotiated pay rates, Contractor's business practice etc. Consultant shall not discuss with others his/her negotiated pay rate under no circumstance.

Confidential Information does not include (i) information which Consultant can show is or becomes generally known by the public other than as a result of a disclosure by Consultant, or (ii) information which Consultant can show was known by Consultant prior to employment and was not first disclosed to Consultant by Contractor. Consultant agrees that Consultant shall not disclose in any form, oral, electronic or paper, Confidential Information by any means to any third party, and that he or she shall only use Confidential Information for the purposes of performance of Services, unless otherwise authorized by Contractor, during performance of Services and for a period of three (3) years thereafter. Consultant agrees to immediately return all Confidential Information to Contractor upon end of performance of Services. Consultant understands that this means that Consultant may be in violation of this Agreement by misusing Confidential Information if Consultant attempts to divert business away from Contractor through contact with Contractor clients after conclusion of performance of Services with Contractor. Consultant states that Consultant has not previously signed an agreement which prohibits her performance of Services hereunder or with a Contractor such as Contractor and that in performing services, Consultant shall not disclose or utilized any confidential information obtained from previous employment or job or third parties in confidence.

6. Representations and Warranties Consultant hereby represents and warrants that (a) the Services shall be performed in a professional, workmanlike manner at or above industry standards and that, for a period of one year after completion of the Services, (b) Consultant shall take all necessary precautions to prevent injury to client or damage to client's property during the term of this Agreement; (c) Consultant is eligible to legally work in the United States (being a citizen, documented resident alien or possessing other eligibility documentation), and free from any legal or contractual restraints prohibiting working or the exercise of skills, including employment agreements or non-competition agreements with other or former employers.

7. Indemnification Consultant shall indemnify and hold harmless Contractor, his or her officers, directors, employees, Consultants and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any statement (a "Claim") set forth in the sections entitled "Confidentiality" and/or "Consultant

Representations and Warranties" of this Agreement, provided that Contractor gives Consultant written notice of any such Claim and Consultant has the right to participate in the defense of any such Claim at his or her expense. From the date of written notice from Contractor to Consultant of any such Claim, Contractor shall have the right to withhold from any payments due Consultant under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Consultant's obligations under this Section.

**8. Termination and Non-Compete Agreement** Either party may terminate this Agreement with a 24 - hour Notice to the other for any reason. Upon termination of the Agreement or earlier as requested by Contractor and/or client's satisfaction, Consultant shall deliver to Contractor any and all notes and documents, together with all copies thereof, and any other material containing or disclosing any Consultant's work performance for Contractor, third party information obtained through Contractor or confidential information of client and/or Contractor. Consultant shall not retain any copies of such materials. Consultant further agrees that any Consultant property situated on client's premises is subject to inspection by Contractor at any time with or without notice. All pending clients are transferred no commission and all past clients will be notified. Consultant can't work as a tax consultant and or implore Tax International strategies for another company ever.

**9. Non-Solicitation** Consultant agrees not to solicit other tax services, directly or indirectly, with any client of Tax International and to end any agreements already established from other tax services. This agreement is for a period of two years after termination of Consultant's agreement with the Contractor. Failure will result in non-compete Lawsuit.

**10. Chain of Command - Bryan J. Jones - CEO**

The Company insists that the New Consultants report directly to Director Xavier Bryan at 757-342-3246 any questions or concerns he/she may have regarding the client and/or any issues that may arise. To avoid any and all confusion it is advised that the Consultant communicate with the Company and not the client. It will be the sole responsibility of the Company to make contact with the entities to make every attempt to resolve any issue or concerns that may arise.

**10. Miscellaneous** This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of *Florida* without regard to principles of conflict of laws. For the purpose of this Agreement, Consultant consents to the personal jurisdiction of the state and federal courts located in Duval County Courts. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of the applicable law. Any waiver of a provision of this Agreement must be in writing and signed by the party to be changed. Consultant may not assign this Agreement or performance of Services hereunder and any such attempt shall be void. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement.

By placing his or her signature below, Consultant affirms that he or she has read and understood the above, has the authority to bind the Consultant and agrees to the provisions of this Agreement.

Understood and Agreed by:

 1/12/14  
\_\_\_\_\_  
Consultant Subcontractor - Signature and Date

\_\_\_\_\_  
Company /Contractor - Signature and Date